

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

DANA SAUNDERS,

Plaintiff,

v.

PETRO-CHEMICAL TRANSPORT, LLC,

Defendant.

Case No. 3:23-cv-01974

**UNOPPOSED STIPULATION AND JOINT MOTION TO SUBMIT
ACTION TO BINDING AND FINAL ARBITRATION**

Plaintiff Dana Saunders (“Plaintiff”) and Defendant Petro-Chemical Transport, LLC (“Defendant”) (together, the “Parties”) hereby file this Unopposed Stipulation and Joint Motion to Submit Action to Binding and Final Arbitration, and respectfully show the Court as follows:

1. Plaintiff was employed by Defendant as a dispatcher, and in connection with that employment, on April 5, 2021, the Parties entered into a Mutual Agreement to Arbitrate (the “Arbitration Agreement”), a copy of which is attached hereto as “Exhibit A.” The Parties have both reviewed the Arbitration Agreement and agree that it contains a valid and binding agreement to arbitrate all employment claims, including those asserted by Plaintiff in this action, as well as an enforceable class and collective action waiver.

2. On September 1, 2023, Plaintiff filed her Complaint against Defendant in this action.

3. On November 20, 2023, counsel for Defendant notified counsel for Plaintiff of the existence and scope of the Arbitration Agreement and provided a copy of that Arbitration Agreement to Plaintiff’s counsel.

4. On November 28, 2023, the Parties met and conferred to discuss the Arbitration Agreement and Defendant's request that Plaintiff proceed in arbitration with the claims in the Complaint if she wished to proceed with those claims.

5. During the meet and confer, the Parties agreed that the Arbitration Agreement covers all of Plaintiff's alleged claims asserted and damages sought in this action. The Parties further agreed to arbitrate this action pursuant to the Arbitration Agreement and the following further stipulations:

- a. this action shall be submitted to final and binding arbitration before a single arbitrator with such arbitration to be administered by the AAA pursuant to its Employment Arbitration Rules and Procedures;
- b. filing fees will be split between the parties pursuant to the AAA Administrative Fee Schedule for Employment/Workplace Arbitrations, and Defendant will pay for the arbitrator's fees and other fees and costs of the arbitration proceedings; and
- c. costs, interest, and attorneys' fees incurred in connection with Plaintiff's claims in the arbitration action may be awarded pursuant to any applicable statutory or contractual rights otherwise available under law and as properly ordered by the arbitrator, with both Parties preserving all of their respective claims, rights, and defenses in that arbitration proceeding.

6. The Parties further stipulated and agreed that the determination of whether to dismiss this case without prejudice per the Arbitration Agreement or to stay the action pending arbitration per that Arbitration Agreement will be decided by the Court.

WHEREFORE, PREMISES CONSIDERED, the Parties hereby respectfully request that this Court grant this joint motion and order this action to proceed at Plaintiff's election in a binding and final arbitration proceeding based on the terms and language of the Arbitration Agreement and the applicable law, and that the Court therefore compel Plaintiff and Defendant to proceed with the claims in this action in such binding and final arbitration.

Respectfully Submitted,

DATED: December 4, 2023

/s/ Douglas B. Welmaker (with permission)

Douglas B. Welmaker (#00788641)

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COUNSEL FOR PLAINTIFF DANA
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DATED: December 4, 2023

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COUNSEL FOR DEFENDANT PETRO-
CHEMICAL TRANSPORT, LLC

CERTIFICATE OF CONFERENCE

On November 28, 2023, counsel for Defendant conferred with Douglas B. Welmaker, attorney for Plaintiff. Counsel for Plaintiff had no opposition to this Unopposed Stipulation and Joint Motion to Submit Action to Binding and Final Arbitration.

/s/ Emilee Crowther

Emilee Crowther, Attorney for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on this day, December 4, 2023, a true and correct copy of the foregoing document was filed through the Court's CM/ECF System and served on Counsel of Record.

/s/ Jennifer McCleary

Jennifer McCleary